

**Certificate of Service**

I, JOHN A. BANAHAN, one of the attorneys for the Defendant, STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that I have this date mailed, United States mail, first class postage prepaid, a true and correct copy of the above and foregoing Notice of Removal to:

Paul E. Rogers  
567 Highway 51-B  
Ridgeland, MS 39157

Dated: September 12, 2014.



JOHN A. BANAHAN, 1731

BRYAN, NELSON, SCHROEDER,  
CASTIGLIOLA & BANAHAN, PLLC  
1103 Jackson Ave.  
P.O. Drawer 1529  
Pascagoula, MS 39568-1529  
Telephone: (228) 762-6631  
Fax: (228) 769-6392  
[perkins@bnscb.com](mailto:perkins@bnscb.com)  
[john@bnscb.com](mailto:john@bnscb.com)



**FILED**

IN THE CIRCUIT COURT OF WAYNE COUNTY, MISSISSIPPI

AUG 13 2014

PAUL ROGERS

PLAINTIFF

ROSE M. BINGHAM  
CIRCUIT CLERK  
WAYNE COUNTY, MS  
BY LRB

VS.

CIVIL ACTION NO. CV-2014-115-W

STATE FARM FIRE AND CASUALTY COMPANY

DEFENDANT

**COMPLAINT**

COMES NOW Paul Rogers, by and through counsel, and files this Complaint against State Farm Fire and Casualty Company and in support thereof would show the following, to wit:

1. Paul Rogers is an adult resident citizen of Wayne County, Mississippi who resides at 3474 Highway 63, Waynesboro, MS 39367-9447.
2. State Farm Fire and Casualty Company is a foreign corporation which may be served with process of this Court pursuant to M.R.C.P. Rule 4 through its agent for service of process, John Langcuster, 1107 Highland Colony Parkway, Ste. 219, Ridgeland, MS 39157.
3. Paul Rogers is the "Named Insured" under a Renters Insurance "REPLACEMENT COST" Policy purchased from Defendant State Farm Fire and Casualty Company, policy number 24-BG-Q943-4, said policy covering the Plaintiff's "Personal Property" ("COVERAGE B") up to a value of \$30,000.00. A copy of the Declaration Page of said Renters Insurance Policy (hereinafter "Insurance Agreement") is attached hereto as Exhibit "A" and incorporated by reference herein.
4. Further, Paul Rogers is the "Named Insured" under a Personal Articles Insurance "REPLACEMENT COST" Policy purchased from Defendant State Farm Fire and Casualty Company, policy number 24-BG-S802-0, said policy covering the Plaintiff's "Sports Equipment as scheduled" up to a value of \$39,322.00. Copies of the Declarations Page and Schedules of said Personal Articles Insurance Policy (hereinafter "Insurance Agreement") are attached hereto as Exhibit "B" and incorporated by reference herein.

5. Plaintiff traveled to Oklahoma on February 20, 2014 to visit a family member. He returned home on February 23, 2014 and discovered that his rental home had been burglarized during his absence.

6. Plaintiff immediately contacted the Wayne County Sheriff's Department which sent officers out to investigate. The report of Deputy Preston Shedd noted that the home appeared to have been broken into through the glass in the back door. Plaintiff provided the Sheriff's Department with a list of personal property that he knew was missing upon his initial inspection of the home while accompanied by sheriff's deputies.

7. Plaintiff filed claims under both of the policies identified in paragraph four above. Upon receiving Plaintiff's claim, Defendant began a lengthy investigation of Plaintiff's claims which required Plaintiff to provide Defendant not only a list of the items stolen and their replacement values but with many different financial documents. Also, Plaintiff willing participated in an EUO interview by Defendant's attorney and investigator.

8. Despite Plaintiff's complete cooperation with Defendant's investigation, Defendant did not make a final decision on Plaintiff's claims until July 29, 2014 when it paid a small portion of Plaintiff's claims in the amount of \$13,724.38. The amount paid on Plaintiff's claims was significantly less than the amount owed to Plaintiff who had provided Defendant with proof of the replacement cost of the property stolen to be approximately \$65,278.66.

9. Based on the above conduct, Defendant State Farm Fire and Casualty Company has failed to comply with its express duties and obligations under the Renters and Personal Articles Insurance Policies and has breached its Insurance Agreements with Plaintiff.

10. The intended and agreed purpose of the Insurance Agreements was to insure against the type of loss sustained by the Plaintiff in this instance. Under the plain language of the Insurance Agreements and representations made to the Plaintiff during purchase of said Insurance Agreements,

Plaintiff justifiably and reasonably expected that the loss sustained by Plaintiff would be covered under the circumstances as outlined above. By failing to comply with its obligations, State Farm Fire and Casualty Company has not only breached the express terms of the Insurance Agreements but has breached the implied covenant of good faith and fair dealing that exists with its Insurance Agreements pursuant to Mississippi law.

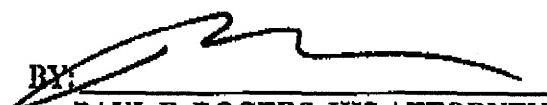
11. Such intentional conduct by State Farm Fire and Casualty Company in not timely making a decision on Plaintiff's claims and the intentional non-payment of benefits due under the Insurance Agreements constitute bad faith and entitle Plaintiff to all damages allowed by law, including actual damages and punitive damages.

12. It is obvious and apparent that State Farm Fire and Casualty Company, nor its attorneys, employees or representatives had any intention from the beginning of its investigation to pay Plaintiff the full amount of his claim and that Defendant conducted a lengthy investigation into Plaintiff's claims and has denied payment of benefits due in an attempt to use its superior economic strength and bargaining position to intimidate and harass Plaintiff and as result of such intimidation and harassment, Plaintiff has suffered and continues to suffer from emotional and economic stress and distress, all of which has been caused by the negligence, gross negligence and/or intentional actions of Defendant entitling him to recover both actual and punitive damages.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays for damages of and against State Farm Fire and Casualty Company for actual and punitive damages in excess of \$100,000 along with attorney fees and all costs of Court.

Respectfully Submitted,

PAUL ROGERS



PAUL E. ROGERS, HIS ATTORNEY

**PAUL E. ROGERS, MSB #5649**  
Rogers, Ainsworth & Williams, PLLC  
567 Highway 51  
Suite B  
Ridgeland, MS 39157  
Telephone: (601) 969-7777  
E-mail: [paul@rogersawlaw.com](mailto:paul@rogersawlaw.com)

**State Farm Fire and Casualty Company.**  
A Stock Company With Home Offices in Bloomington, Illinois

11350 John Creek Parkway  
Duluth, GA 30098-0001

**Named Insured**

AT2

000178 0046

G-09-3209-FA1B

H F

ROGERS, PAUL  
3474 HIGHWAY 63  
WAYNESBORO MS 39367-9447

**DECLARATIONS PAGE**

Policy Number 24-BQ-Q943-4

Policy Period	Effective Date	Expiration Date
12 Months	NOV 13 2013	NOV 13 2014

The policy period begins and ends at 12:01 am standard time at the residence premises.

**RENTERS POLICY**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Location of Residence Premises**  
Same as Insured's Address

Coverages & Property SECTION I	Limits of Liability	Inflation Coverage Index: 234.1 Deductibles - Section I
B Personal Property	\$ 30,000 Actual Loss Sustained	All Losses \$ 500
C Loss of Use		
SECTION II		
L Personal Liability (Each Occurrence)	\$ 100,000	
Damage to Property of Others	\$ 500	
M Medical Payments to Others (Each Person)	\$ 1,000	
In case of loss under this policy, the deductibles will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.		
Loss Settlement Provision (See Policy) B1 Limited Replacement Cost - Coverage B		Policy Premium Discounts Applied: \$ 325.00
Forms, Options, & Endorsements		
Renters Policy	FP-7954	Home Alert
Renters Policy Endorsement	FE-3484	Home/Auto
Amendatory Endorsement Renters	FE-2341	Claim Record

Other limits and exclusions may apply - refer to your policy

Your policy consists of this page, any endorsements  
and the policy form. Please keep these

FP-7019C

0600 161  
N 18,50,5B,80

Prepared NOV

Countersigned

By Chad Rhodes  
CHAD RHODES  
601-735-1186

Agent

655-7020

655-7020.1 Rev. 10-2002 (0110391a)

**State Farm** State Farm Fire and Casualty Company  
A Stock Company With Home Office In Bloomington, Illinois



*11950 Johns Creek Parkway  
Duluth, GA 30098-0001*

**Named Insured**

AT2 G-09-3209-FA1B P F  
000138 0046  
**ROGERS, PAUL**  
**3474 HIGHWAY 63**  
**WAYNESBORO MS 39367-9447**



## **DECLARATIONS PAGE**

Policy Number	24-BG-S802-0	
Policy Period	Effective Date	Expiration Date
12 Months	DEC 5 2013	DEC 5 2014
The policy period begins and ends at 12:01 am standard time at the named insured's address.		

## **PERSONAL ARTICLES POLICY**

**AUTOMATIC RENEWAL** - If the POLICY PERIOD is shown as 12 MONTHS, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

<b>Class of Property</b>	<b>Amount of Insurance</b>
Sports Equipment as scheduled	\$ 39,322

**(SCHEDULE ATTACHED)**

<b>Forms, Options, and Endorsements</b>		<b>POLICY PREMIUM</b>	\$	<b>492.00</b>
PERSONAL ARTICLES POLICY	FP-7940.2			
AMENDATORY ENDORSEMENT	FE-5877			

**NOTICE:** We have the option of repairing or replacing the lost or damaged property at our cost. If we agree to a cash settlement, we will pay you no more than our cost to replace the item.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

**Your policy consists of this page, any endorsements and the policy form. PLEASE KEEP THESE TOGETHER.**

P-70730

0497 151 1  
118

33-7080-8-1 (810391) Rev. 08-2002

**Countersigned**

By

**CHAD RHODES**  
**601-735-1166**

Lane R. Seesolen

Agent

State Farm

Policy Number  
24-BG-S802-0PERSONAL ARTICLES  
SCHEDULEDEC 5 2013  
PAGE 001

ROGERS, PAUL

000138 0046

P F

Named Insured

STATE FARM INSURANCE COMPANIES

Property Covered: Sports Equipment

Item Number	Description	Coverage Amount
1	REMINGTON 1100 BLUED SOFT CASE SERIAL# LAST FOUR 4036	\$ 1,115
2	WINCHESTER 1400 BLUED SOFT CASE + CHOKES SERIAL# LAST FOUR 2931	\$ 825
3	BROWNING CITORI 725 FIELD SOFT CASE + HARD CASE SERIAL# LAST FOUR 6626	\$ 2,160
4	BERETTA A 300 MATTE HARD CASE SERIAL# LAST FOUR 5111	\$ 849
5	STOEGER COACH 12GA POLISHED NICKLE SOFT CASE SERIAL# LAST FOUR 1224	\$ 545
6	CZ USA .410 RINGNEXK POLISHED NICKLE SOFT CASE SERIAL# LAST FOUR 2110	\$ 1,315
7	MOSSBER 500 .410 BLUED SOFT CASE SERIAL#LAST FOUR 8416	\$ 295
8	BENELLI LEGACY 20GA SATIN WALNUT HARD CASE SERIAL# LAST FOUR 1685	\$ 1,949
9	SAVAGE 10.308 BLUED NIKON M223, BIPOD, HARD CASE SERIAL# LAST FOUR 4420	\$ 2,880

0498

State Farm

Policy Number  
24-BG-8802-0PERSONAL ARTICLES  
SCHEDULEDEC 5 2013  
PAGE 003

G-3209-FA1B

P F

000138 0046

ROGERS, PAUL

Named Insured



Property Covered: Sports Equipment

Item Number	Description	Coverage Amount
19	TAURUS RAGING BULL 454 CASULL S/S SERIAL# LAST FOUR 2803	\$ 550
20	S&W MODEL 500 .500MAG S/S 4X12 BUSHNELL TROPHY XLT SERIAL# LAST FOUR 2497	\$ 1,590
21	RUGER SUPER REDHAWK .44MAG S/S 4X12 BUSHNELL TROPHY XLT SERIAL# LAST FOUR 3625	\$ 1,040
22	ROSSI 972 357MAG S/S SERIAL# LAST FOUR 8947	\$ 400
23	PARA ORDNANCE EXPERT 14/45 S/S SERIAL# LAST FOUR 9991	\$ 920
24	KIMBER PRO CRIMSON C .45, LASERGRIP BLUED SERIAL# LAST FOUR 1312	\$ 1,200
25	KIMBER 1911 ULTRA CARRY BLUED SERIAL# LAST FDUR 6074	\$ 1,150
26	BOND DERRINGER 410 COLT S/S SERIAL# LAST FOUR 2525	\$ 460
27	STOEGER COUGAR .45ACP SILVER & S/S ACCY PK. SERIAL# LAST FOUR 3096	\$ 780
28	GLOCK 27 .40 CAL. BLUED SERIAL# LAST FOUR 3738	\$ 630
29	TAURUS 327 327 FEDERAL MAG NICKLE SERIAL# LAST FOUR 4171	\$ 646

0499